

/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER SID320-PR9983393		PAGE 1 OF 14	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
						6. SOLICITATION ISSUE DATE Aug 18, 2021	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Desi Iskasari			b. TELEPHONE NUMBER(No collect calls) 62-21-5083-1000		8. OFFER DUE DATE/ LOCAL TIME September 3, 2021 12.00noon Jakarta Time
9. ISSUED BY American Embassy Jakarta - GSO/PCU Jl. Merdeka Selatan No. 3 Jakarta, Indonesia Fax: 3435-9910		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO American Embassy Jakarta Jl. Merdeka Selatan No. 3 Jakarta		CODE		16. ADMINISTERED BY See block 7a. Procurement Contracting Unit US Embassy Jakarta			
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY American Embassy Jakarta Financial Management Officer Jl. Merdeka Selatan No. 3 Jakarta, Indonesia	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Service as per continuation of RFQ and FAR clauses: SID320-PR9983393 LGF Uniform Package, 2021 (Use Reverse and/or Attach Additional Sheets as Necessary)			1	Lot		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) /s/ Nathan A. St. John			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) NATHAN A. ST. JOHN		31c. DATE SIGNED	

STANDARD FORM 1449

**Request for Quotations (RFQ and FAR Clauses)
SID320-PR9983393 LGF Uniform package, 2021**

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SECTION I. THE SCHEDULE – CONTINUATION TO SF-1449

A. General

The contractor shall furnish and deliver Uniform for LGF - U.S. Embassy Jakarta, in accordance with the specifications and terms and conditions set forth herein. The contract type will be a firm fixed price purchase order/contract. The prices listed below shall include labor, materials, overhead, packaging, profit, and transportation necessary to deliver required items to the US Embassy.

The specification of Works for details per section 1 paragraph IV and content of quotation per section 3. The contract type will be a firm fixed price purchase order/contract.

B. Pricing

In accordance with Bank Indonesia regulation No. 17/3/PBI/2015, the Contractor SHALL provide a firm fixed price in **Indonesian Rupiah** (one currency only). This applies to all firms and there are no exceptions.

PR9983393 – Guard Uniform 2020

Name of provider & logo:

Project Manager:

Address & Phone number:

E-mail address:

CLIN#	Category	Qty	Unit	Unit Cost	Total Cost
	<i>Uniform Sets for LGF to includes attributes and accessories</i>				
1	Supervisors – Jkt Mdn	25	Pk		
2	Supervisors (material only package)	10	Pk		
3	Guards – Jkt Mdn	324	Pk		
4	Patrol – Jkt Mdn	81	Pk		
5	Guards (material only package)	74	Pk		
6	Senior Guard (material only package)	8	Pk		
7	Patrol (material only package)	17	pk		
8	Polo Shirt for Guard Trainer with logo – Jkt	3	Pk		
	Total				
	VAT_10_ %				
	GRAND TOTAL				

C. Value Added Tax

Value Added Tax (VAT): if VAT will be charged, the vendor must prepare the faktur pajak (tax invoice) along with the payment invoice.

D. Specification of Works:

The Contractor shall provide the uniform according to Section 1 for the Embassy of the United States of America in Jakarta, Indonesia. The U. S. Government will pay the rates stated therein for the items in accordance with rates provided by the contractor.

The uniform package consist of:

- 1) ready to wear uniform package (for Jakarta and Medan) and*
- 2) material only package (for Surabaya and Bali).*

The standard of the materials should be referred to TNI/POLRI standard. The color of some items and model of uniform will be probably different for each section. Personally measurement is required for

*ready to wear uniform package. The package should be wrapped personally for each person and should be wrapped in a box with size maximum L45*W35*H35*cm.*

*All of the brand name of material below can be substituted with the equal to quality/type or higher quality material. First set of each item (**mock up**) must be approved by requestor prior to the mass production.*

Uniform package (on pricing: item #1 through 13), consisting of:

1. Uniform set type (3set)
 - a. Uniform set, Tailored, ready to wear, consisting of shirt and pants, material: cotton twill 10%, high twisted, from: Intercooler, Proof, Solomon or equal, with zipper YKK or equal,
 - b. Uniform, MATERIAL ONLY, consisting of shirt and pants, material: cotton twill 10%, high twisted from: Intercooler, Proof, Solomon or equal,
2. Rank signs for all uniform,
3. Attributes for all uniform (to include plastic name tag, see below for image),
4. Daily hats include emblems,
5. Small belt,
6. Big Belt designed for PDL style,
7. Big Cord and whistle,
8. Socks 100% cotton,
9. Training Pants. Material: polyester, cotton, Ripstak/Diadora or equal,
10. Training Polo Shirt; Material: Cotton or equal, LaCoste, Polo or equal,
11. Batik Shirt – Short Sleeves, material: cotton,
12. Rain coat – consist of waterproofed coat with zipper and pants, light and easy packed, material: PVC or equal to, with 3M spotlight, from Axio or equal to.
13. Daily Shoes (lars with shoelace), daily wear, suede leather, waterproof and water repellant, at 5cm from ground. Bottom cupsole, inner footbed insole, insole board, zipper: YKK and Velcro or equal to, Laarz Madril (or equal to)
14. Polo Shirt for Guard Trainer with embroidered logo with 3 different color per package. Material of polo shirt: cotton or equal.

Note: Image for Name tag (including in “Attributes”) with magnet, size approximately 2cm X 10cm

[See distribution list for each packages.](#)

Fabrics:

Sample of fabrics will be provided by the COR. All of the brand name of material can be substituted with the equal to quality/type or higher quality material. The color of some items and model of uniform will be probably different for each section. The package should be wrapped personally for each person. Zipper quality must have grade A, YKK or equal.

Measurement:

Measurement is in personal size, except for some items use XS through XXL size or can be used the numbers with the EU, UK, or US standard, shoes between 39-48, or any other acceptable measurement which approved by COR.

DISTRIBUTION PER PERSON/PER PACKAGE (on pricing: item #1 through 14):

No	Description	Guards Supervisor (1) Jakarta and Medan	Guard Supervisor (2) Surabaya and Bali	Guards (3) Jakarta + Medan	Patrolmen (4) Jakarta	Guards (5) (Surabaya and Bali)	Senior Guard (6) Surabaya	Patrol (7) Surabaya	Polo Shirt for Guard Trainer Jakarta (8)
1a	Uniform set (ready to wear Jakarta and Medan) PDL Style	3 set		3 set	3 set				
1b	Uniform set (Material only : Surabaya and Bali) PDL style		3 set			3 set	3 set	3 set	
2	Rank Signs	3 set	3 set	3 set	3 set	3 set	3 set	3 set	
3	Attributes	3 set	3 set	3 set	3 set	3 set	3 set	3 set	
4	Daily hats w/ emblem	2 ea	2 ea	2 ea	2 ea	2 ea	2 ea	2 ea	
5	Small belts	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	
6	Big belt designed for PDL style	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	
7	Big cords and whistle	2 ea	2 ea	2 ea	2 ea	2 ea	2 ea	2 ea	
8	Socks	4 Pair	4 Pair	4 Pair	4 Pair	4 Pair	4 Pair	4 Pair	
9	PDH Pants	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	
10	Training Polo Shirt	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	
11	Batik shirt	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	
12	Rain coat	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	1 ea	
13	Daily footwear	2 Pair	2 Pair	2 Pair	2 Pair	2 Pair	2 Pair	2 Pair	
14	Additional Polo Shirt for Guard Trainer Jakarta and Surabaya								5ea
Total Packages of Guard uniform		25	10	324	81	74	8	17	3pk

Mockup:

First set of each item (**mock up**) must be prepared by the contractor and approved by COR prior to the mass production, in at least 4 weeks after the contract signed, or approved by COR and contractor in advance.

The mockup must be provided by the contractor in **two (2) sets** of items, once it is approved, one set should be kept by the COR and other set will be kept by the contractor, so each party can compare if the fabrics or style etc is not matched with the approved mock up. The mock up is part of the order.

Site Visit:

The site visit will be held on August 23, 2021 starting 10.00 at U.S. Embassy, Jl. Merdeka Selatan No. 3 via webex. Prospective offerors/quoters should contact Procurement (6221-508-1000) for additional information or to arrange entry to the building, 2X24 hours prior to the date, at minimum, to get the link.

Delivery location and time:

The contractor shall deliver all ordered items to the LGF, U.S. Embassy Jakarta. The address is: Jl. Merdeka Selatan No. 3, Jakarta Pusat.

The contractor shall deliver all items not later than 200 days after date of contract award, except approved by COR.

Any contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at least 3 working days will be required.

E. Quality Assurance and Surveillance Plan (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold
<u>Services.</u> Performs all services set forth in the scope of work.	Section 1 Continuation of SF1449, Description/ Specifications/Work Statement 1 thru 2.	All required services are performed and no more than ten (10) customer complaints are received per total package.

1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2. STANDARD. The performance standard is that the Government receives no more than ten (10) customer complaint per total package. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

3. PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.]

SECTION II. CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) through (24) reserved or N/A
- ☒ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) through (32) reserved or N/A
- ☒ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (34) through (43) reserved or N/A
- ☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ☐ (45) through (49): reserved or N/A
- ☒ (50) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (51) through (53) reserved or N/A

X (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

 (55) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

 X (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

 (57) through 60: reserved or N/A

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: N/A

 (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

 (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

 (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

 (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

 (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

 (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

 (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

 (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract

for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- (xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause(s) is/are provided in full text:

52.217-8	OPTION TO EXTEND SERVICES (NOV 1999): RESERVED
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000): RESERVED
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) *Invoice Submission. The contractor shall submit invoices in an original and 2 (two) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).*

***Financial Management Office – US Embassy Jakarta
Gedung Sarana Jaya***

***Jl. Budi Kemulyaan I/1 Lantai 11
Jakarta Pusat 10110***

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (b) The COR for this contract is Security Officer

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
 - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract;and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION III. SOLICITATION PROVISIONS:

FAR 52.212-1

INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is

incorporated by reference (see SF-1449, Block 27A)

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>]

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which:

- a. the Standard Form – 1449 (or SF-1449) cover page (blocks 12, 17, 19-24, 26, and 30 as appropriate),
- b. Section 1 (Pricing) has been filled out. Please quote each CLIN per package per unit.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with permanent address telephone listing, and drawing/map of proximity requested;
- (3) List of at least 5 clients, from commercial or government side demonstrating prior experience with relevant past performance information and references (including phone number, point of contact name, email address);
- (4) Evidence that the offeror/quoter has adequate financial resources, equipment, supplies (and list of supplier), and labor for this project.
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2 above);

A.3. If required by the solicitation, provide either: reserved

A.4. Section 5 – Representation and Certifications (check in Section 5, page 13)

A.5. Quoters must register in the System for Award Management (SAM) prior to submission.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the link to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Number</u>	<u>Title</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
- 52.237-1 SITE VISIT (APR 1984)

The site visit will be held on August 23, 2021 starting 10.00 at U.S. Embassy, Jl. Merdeka Selatan No. 3-5, Jakarta Pusat and via webex. Prospective offerors/quoters should contact Procurement (021-5083-1000) for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Mr. James Dayringer, at 3435-9000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION IV. EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices in “Prices - Continuation of SF-1449, Block 23”, and including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:
 1. Adequate financial resources or the ability to obtain them;
 2. Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 3. Satisfactory record of integrity and business ethics;
 4. Necessary organization, experience, and skills or the ability to obtain them;
 5. Necessary equipment and facilities or the ability to obtain them; and
 6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION V. REPRESENTATION AND CERTIFICATION

This section can be downloaded from website. Actual link <https://id.usembassy.gov/embassy-consulates/jakarta/invitation-for-bidding/> on the right part, tab name: Section 5 – Representation and Certifications.

GENERAL

Term of payment 30 days upon receive the service/s and invoice/s.

Quote must reach us on or before August 23, 2021, 12.00noon, via email or hand delivered to the address on SF-1449 block 9.